

# Agenda Item Form

Agenda Date: 06/29/02

Districts Affected: All

Dept. Head/Contact Information: Police Department, Interim Deputy Chief, Paul Cross, (915) 564-7039

## Type of Agenda Item:

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Resolution   | <input type="checkbox"/> Staffing Table Changes   | <input type="checkbox"/> Board Appointments        |
| <input type="checkbox"/> Tax Installment Agreements                         | <input type="checkbox"/> Tax Refunds              | <input type="checkbox"/> Donations                 |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement                   | <input type="checkbox"/> Budget Transfer          | <input type="checkbox"/> Item Placed by Citizen    |
| <input type="checkbox"/> Application for Facility Use                       | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements                              | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application         |
| <input checked="" type="checkbox"/> Other <u>Personal Services Contract</u> |   |  |

## Funding Source:

- ☐ General Fund
- ☐ Grant (duration of funds: \_\_\_\_\_ Months)
- ☒ Other Source: Confiscated Funds Account

## Legal:

- ☒ Legal Review Required      Attorney Assigned (please scroll down): Lupe Cuellar      ☒ Approved      ☐ Denied

Timeline Priority:    ☐ High      ☐ Medium      ☐ Low      # of days: \_\_\_\_\_

## Why is this item necessary:

The purpose of the contract is to extend Mr. Peel's services to the Police Department Aviation Unit for the next year. Mr. Peel has been providing mechanical services to the Air Support Unit.

## Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Salary and Benefit

## Statutory or Citizen Concerns:

N/A

## Departmental Concerns:

N/A

75 8 00 4 2 10 11 0  
INVESTIGATION 10 11 0

## RESOLUTION

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Personal Services Contract between the **CITY OF EL PASO** and **GEORGE PEEL** as an Airframe and Powerplant Mechanic for the Police Department's Air Support Unit for the period of July 3, 2004 through July 2, 2005 at the rate of \$32.32 per hour not to exceed a maximum of 1300 hours. The amount of contract shall not exceed \$42,016.20 per year.

**ADOPTED** this 29th day of June, 2004.

THE CITY OF EL PASO

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Joe Wardy  
Mayor

ATTEST:

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Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:



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Guadalupe Cuellar  
Deputy City Attorney

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

**PERSONAL SERVICES CONTRACT**

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **GEORGE PEEL**, hereinafter referred to as "Employee," witnesseth:

**WHEREAS**, the City, on behalf of the Police Department, desires to employ the Employee to provide the necessary services for the Air Support Unit. and

**WHEREAS**, Employee possesses the skills to render said employment to the City.

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

1.     SCOPE OF SERVICES.     Employee shall perform the duties as stated in Attachment "A", Scope of Duties, attached hereto and made a part hereof, under the terms and conditions hereinafter stated, and Employee hereby accepts and agrees to perform such duties for the Police Department in El Paso, Texas.

2.     TIME OF PERFORMANCE.     The services of Employee are to commence on or about July 3, 2004 and be completed by July 2, 2005.

3.     COMPENSATION AND METHOD OF PAYMENT.     Employee shall be paid at a rate of Thirty-Two and 32/100 Dollars (\$32.32) per hour, not to exceed a maximum of 1,300 hours and total compensation shall not exceed \$42,016.20 per year. The City will provide no other fringe benefits. Employee agrees that at no time will he make a claim against the City for more than the rate provided under the terms of this contract.

4. LOCATION OF PERFORMANCE. The place where such services are to be performed is in the City and County of El Paso, Texas or such other places as may be directed by the City in order to fulfill the terms of this Contract.

5. LAW GOVERNING CONTRACT. For purposes of determining the place of the Contract and the law governing the same, it is agreed that the Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

6. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

7. TERMINATION. Either party may terminate this contract without cause after ten (10) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Employee of the cause for termination. The right to terminate the contract under the provisions specified in this paragraph may be exercised by the Chief Administrative Officer on behalf of the City.

8. MISCELLANEOUS. The City shall provide such office space for Employee as is necessary, in the sole determination of the City, for Employee to carry out her duties under this Contract.

9. NOTICE. Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee at the following addresses:

CITY: City of El Paso  
Police Department  
911 North Raynor  
El Paso, Texas 79903

EMPLOYEE: George Peel

**IN WITNESS WHEREOF** the parties have executed this agreement at El Paso, Texas this 29<sup>th</sup> day of June, 2004.

CITY OF EL PASO

\_\_\_\_\_  
Joe Wardy  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

EMPLOYEE:

\_\_\_\_\_  
George Peel  
SSN:

APPROVED AS TO FORM:

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Richard Wiles  
Interim Police Chief

(Signatures continued on page 4)

APPROVED BY THE CIVIL SERVICE COMMISSION:

Date: June 24, 2004

By: \_\_\_\_\_  
Secretary

**ATTACHMENT "A"**  
**SCOPE OF DUTIES**

- A. Maintain, in accordance with Police Department requirements, Manufacturer recommendations, Federal Aviation regulations, and Department of the Army specifications, all of the Department's aircraft.
- B. Maintain the condition of all operable Department aircraft so that they are clean and professional in appearance.
- C. Complete all emergency repairs within 24 hours or provide a written explanation as to why the repair cannot be completed along with an estimated time of completion. An emergency repair will be any condition that jeopardizes the safe operation of the aircraft or restricts the availability of the aircraft.
- D. Perform scheduled maintenance to ensure aircraft availability to the highest degree possible.
- E. Order, under Department guidelines, all parts necessary to maintain the aircraft in accordance with the requirements of subparagraph IA.
- F. Maintain accurate records of all services performed in compliance with the terms and conditions of this contract.
- G. Provide all tools and equipment, common and specialized, necessary for rendering the services enumerated in this contract.
- H. Remain accessible, by telephone or pager and respond within one (1) hour to all calls from the Department.
- I. Perform other related duties necessary to the completion of this contract and as assigned by the Unit's Commander.

GEORGE A. PEEL

~~XXXXXXXXXX~~  
~~XXXXXXXXXX~~

WORK EXPERIENCE: 13 years working on fixed wing and rotary wing aircraft. The last ten years working for the U.S. Border Patrol air operations full time and the City of El Paso Air Support Unit part time.

CLASSES ATTENDED: FEB 2004 Attended an eight hour course in HUMAN PERFORMANCE IN HELICOPTER MAINTENANCE. DEC 2003 Attended a two week course for Eurocopter Model AS350 MAINTENANCE COURSE. DEC 2004 Attended a one week course for the Turbomeca 2B Turbine engine maintenance. Attended a two week course in 1994 for the McDonnell Douglas Helicopter Company Model 369D, E, and F Maintenance Course. Completed a one week Course in 1992 for the Detroit Diesel Allison model 250 Turbine engine maintenance. One week course in 2002 in aircraft Non Destructive Testing of Aircraft components. Received a one week course on FAA regulations for inspection authorization at Aviation Electronics Schools of America in 1996. A one week course at the international safety institute maintenance supervisor's workshop in Napa California.